



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
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Michael D. Antonovich
Fifth District

November 26, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**COMPREHENSIVE SEXUALLY TRANSMITTED DISEASE PREVENTION
SYSTEMS (CSPS) SUPPLEMENTAL GRANT AWARDS AND SUBCONTRACT
AMENDMENTS FOR CALENDAR YEARS 2003 AND 2004
(All Districts) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to accept Amendment No. 2 to the Comprehensive Sexually Transmitted Disease Prevention Systems (CSPS) Notice of Grant Award (NGA) No. H25/CCH904366-13, Exhibit I, from the Federal Centers for Disease Control and Prevention (CDC) in the amount of \$570,005 in Financial Assistance (FA), of which \$500,005 is supplemental funds for the Men Having Sex with Men (MSM) project, \$70,000 in supplemental funds for the Syphilis Elimination for "Building Bridges: Ethnographic Study of Risk Factors for Sexually Transmitted Disease (STD) Among Hispanic Day Laborers in Los Angeles County" and authorizes carryover of unobligated CSPS funds in the amount of \$1,712,327 from Calendar Year (CY) 2002 to CY 2003 increasing CY 2003 total funding from \$3,623,859 to \$5,906,191.
2. Approve and instruct the Director of Health Services, or his designee, to accept Amendment No. 3 to CSPS NGA No. H25/CCH904366-13, Exhibit II, from the CDC in the amount of \$25,000 in supplemental funds to support the Rapid Syphilis Diagnostics in High Syphilis Morbidity Areas project for the CSPS program, increasing CY 2003 total funding from \$5,906,191 to \$5,931,191.

3. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 5, substantially similar to Exhibit III, to County Agreement No. H 209756 with the California Family Health Council, Inc. (CFHC) to increase the County's maximum obligation by \$149,035 from \$490,411 to \$639, 446, 100% offset by CDC funds for CY 2003 for the provision of Chlamydia Infertility and Syphilis Prevention services.
4. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4, substantially similar to Exhibit IV, to County Agreement No. H 211172 with the Los Angeles Gay and Lesbian Center (LAGLC) to increase the County's maximum obligation by \$72,531 funded by CDC, from \$288,214, funded by net County cost, to \$360,745 for Fiscal Year (FY) 2003-04 to increase clinic hours and personnel for STD services.
5. Approve and instruct the Director of Health Services, or his designee, to sign a new agreement, substantially similar to Exhibit V, with AIDS Healthcare Foundation, Inc. (AHF) with a County maximum obligation of \$371,269, 100% offset by CDC funds effective date of Board approval through November 30, 2004 for the continued provision of the Syphilis Social Marketing Campaign.
6. Authorize the Department of Health Services to fill one new Full Time Equivalent (FTE) Community Worker position and three Student Professional Worker part-time positions in excess of that which is provided for in the Department's staffing ordinance pursuant to Section 6.06.020 of the County Code, pending allocation by the Department of Human Resources. (Attachment C)
7. Delegate authority to the Director of Health Services, or his designee, to accept the forthcoming NGA for CY 2004 from the CDC for CSPS, substantially similar to the CY 2003 NGA and up to 25% over the base award of \$3,623,859 for CY 2003, subject to review and approval by County Counsel and notification of the Board offices.
8. Delegate authority to the Director of Health Services or his designee, to accept amendments substantially similar to the CY 2004 NGA and which do not exceed 25% of the base award, subject to review and approval by County Counsel and notification of the Board offices.
9. Approve the attached appropriation adjustment in the amount of \$1,925,000 to reflect funds that were not included in the FY 2003-04 Adopted budget for projected STD program expenditures.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions, the Board is accepting supplemental NGAs from the Federal CDC to support ongoing STD program services and activities.

Board approval of the requested actions will assist the Department of Health Services (DHS or Department) with the continued provision of Chlamydia Infertility and Syphilis Prevention services, increased clinic hours for the provision of STD screening, treatment, case finding and education services, and the continuation of a syphilis social marketing campaign targeted for testing, treatment and reducing transmission of syphilis among MSM in Los Angeles County.

FISCAL IMPACT/FINANCING:

Amendment No. 2 to NGA No. H25/CCH904366-13 from the CDC provides for \$570,005 in FA and authorizes carryover of unobligated CSPA funds in the amount of \$1,712,327 from CY 2002 to CY 2003, increasing CY 2003 total funding from \$3,623,859 to \$5,906,191, of which \$500,005 is supplemental funds for the MSM project, \$70,000 is supplemental funds for the Syphilis Elimination for "Building Bridges: Ethnographic Study of Risk Factors for STD Among Hispanic Day Laborers in Los Angeles County" and \$1,712,327 supports personnel, operating costs and subcontracts for the CSPA program.

Amendment No. 3 to NGA H25/CCH904366-13 in the amount of \$25,000 provides supplemental funds to support the Rapid Syphilis Diagnostics in High Syphilis Morbidity Areas project for the CSPA program, increasing CY 2003 total funding from \$5,906,191 to \$5,931,191.

The program cost of \$639,446 for the agreement with CFHC and \$371,269 with AHF are 100% offset by CDC funds. The total program cost of \$360,745 for the agreement with LAGLC is offset by \$72,531 in CDC funds and \$288,214 in net County cost.

An appropriation adjustment in the amount of \$1,925,000 is being requested to reflect funds that were not included in the FY 2003-04 Adopted Budget.

Funding will be requested in future fiscal years as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1956, the Federal government has provided assistance to the Department's STD Program by awarding grant funds (financial assistance) and/or assigning Federal government personnel (direct assistance (DA)) to support contractual services for the STD program.

On several subsequent occasions, the Board has accepted NGAs and supplemental funding from the CDC to support STD Program activities and approved related subcontract agreements for the continuation of STD services.

On November 19, 2002, the Board delegated authority to the Director of Health Services, or his designee, to accept the CY 2003 NGA from the CDC in an amount not to exceed \$4,500,000 in FA and \$1,200,000 in DA for the period of January 1, 2003 through December 31, 2003, to support the Department's STD Program. In this same action, the Board approved Amendment No. 4 to Agreement No. H209756 with CFHC to provide for three 12 month automatic renewals through December 31, 2005 and increase the County's maximum obligation by \$116,911 from \$373,500 to \$490,411 for CY 2002, contingent upon additional CDC funding for the provision of Chlamydia Infertility and Syphilis Prevention services.

On March 6, 2003, the Department accepted NGA No. H25/CCH904366-13 in the amount of \$987,527 for the STD program for CY 2003 through the delegated authority process authorized by the Board on November 19, 2002. This amount reflected 25% of the anticipated total 12 month allocation of \$2,950,109 in FA for CY 2003. The CDC was operating under a continuing resolution and as a result total available funding for CY 2003 was not allocated at that time.

On May 19, 2003, the Department accepted Amendment No. 1 to NGA No. H25/CCH904366-13 from the CDC in the amount of \$2,636,332 in FA through the delegated authority process from the CSPS, increasing the current award by \$2,626,332, from \$987,527 to \$3,623,859 for the STD program services for CY 2003.

On May 20, 2003, the Board approved Amendment No. 1 to Agreement No. H 207538, a no cost extension, with AHF extending the term of the agreement for six months through November 30, 2003, for the continued provision of a syphilis social marketing campaign targeted for testing, treatment, and reducing transmission of syphilis among the MSM population.

On June 3, 2003, the Board approved Amendment No. 3 to Agreement No. H21172, with LAGLC with a total County maximum obligation of \$288,214, 100% net County cost, effective July 1, 2003 through June 30, 2004, with provision for a one year automatic renewal for the period of July 1, 2004 through June 30, 2005, contingent upon available funding.

Amendments No. 2 and 3 to NGA No. H25/CCH904366-13 from the CDC for CY 2003 and approval of carryover unobligated CSPS funds in the amount of \$1,759,677 from CY 2002 to CY 2003 (of which \$47,350 is awarded to offset reduced funding for Human Papilloma Virus (HPV)), will provide continued funding to support STD projects Countywide.

County Counsel has approved Amendments No. 2 and 3 to the NGA (Exhibits I and II), subcontract amendments (Exhibits III and IV) and the renewal agreement (Exhibit V) as to form.

Attachments A, B, and C provide additional information. Attachment B is the Grants Management Statement which the Board instructed all County departments to include for grants awards exceeding \$100,000.

CONTRACTING PROCESS:

Under the terms of the NGA, 50% of the allocation for the Chlamydia Infertility Prevention Program must be with the local family planning agency. CFHC is the local family planning entity for Los Angeles County and has been providing these services over a period of time.

Services provided under the current LAGLC agreement were initially awarded on a sole source basis. The Department's recommendation for increased funding for the expansion of existing services is based on their success in encouraging sexually active or gay bisexual men and women in Los Angeles County who have contagious, infectious, or communicable STDs to seek proper medical treatment and care. Additionally, LAGLC serves as a sentinel surveillance for a number of important STDs and provides services to a population that does not seek STD medical care from the County and has a high rate of STD morbidity.

AHF serves as the fiscal agent for the syphilis social marketing campaign and subcontracts with a consortium of agencies to improve the level of services to the MSM population. The agreement with AHF was awarded on a sole source basis due to their experience in collaborating with qualified community-based organizations in local syphilis elimination efforts.

The Honorable Board of Supervisors
November 26, 2003
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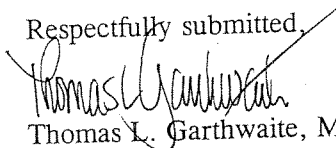
Therefore, DHS did not advertise the amendments or renewal agreement as a contracting opportunity on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will provide the County with additional financial assistance for the DHS STD Program for the continued provision of Chlamydia Infertility Prevention services, STD screening, treatment, case finding and education and to improve the level of services to the MSM population in our local syphilis elimination efforts with the continuation of the STD Syphilis Social Marketing Campaign.

When approved, the Department of Health Services requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kh

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC3030:KH

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

Sexually Transmitted Disease (STD) Chlamydia Infertility Prevention program, screening, treatment, case finding and education services and a syphilis elimination social marketing campaign.

2. AGENCY/ CONTACT PERSON:

Department of Health and Human Services
Federal Centers for Disease Control and Prevention
Procurement and Grants Office - Acquisitions and Assistance Branch A
2920 Brandywine Road, Suite 3000
Atlanta, Georgia 30341-5539
Attention: Gladys T. Gisentanna, Grants Management Specialist
Telephone: (770) 488-2753 Facsimile: (770) 488-2670
e-mail address: gcg8@cdc.gov

Subcontractors:

California Family Health Council, Inc. (CFHC)
3600 Wilshire Boulevard, Suite 600
Los Angeles, California 90010
Attention: Margie Fites-Seigle, Chief Executive Officer
Telephone: (213) 386-5614 Facsimile: (213) 386-4410
e-mail address: www.cfhc.org

L. A. Gay and Lesbian Center (LAGLC) - Sexual Health Program
1625 North Schrader Blvd.
Los Angeles, California 90028-6213
Attention: Robert Bolan, Director of Health Services
Telephone: (323) 993-7500 Facsimile: (323) 993-7599
e-mail address: www.laglc.org

AIDS Healthcare Foundation, Inc. (AHF)
6255 West Sunset Blvd., 21st Floor
Los Angeles, California 90028
Attention: Terri Ford, Director - Prevention Programs
Telephone: (323) 436-5001 Facsimile: (323) 436-5030
e-mail address: www.ahf.org

3. TERMS OF AMENDMENTS AND RENEWAL AGREEMENT:

Project Period: January 1, 1990 through December 31, 2003.
Budget Period: January 1, 2003 through December 31, 2003.

Agreement No. H 209756 with CFHC has provision for an automatic renewal through December 31, 2005, contingent upon the receipt of additional CDC funding.

Agreement No. H 211172 with LAGLC expires on June 30, 2004, with provision for a one year automatic renewal through June 30, 2005, contingent upon available funding.

Agreement No. H 207538 with AHF expires on November 30, 2003. The renewal agreement is effective date of Board approval through November 30, 2004.

4. FINANCIAL INFORMATION:

Amendment No. 2 to NGA No. H25/CCH904366-13 from the CDC provides for \$570,005 in Financial Assistance (FA) and authorizes carryover of unobligated CSPS funds in the amount of \$1,712,327 from CY 2002 to CY 2003 as detailed in Table 1 of the NGA. The total revised award is \$5,906,191, of which \$500,005 is supplemental funds for the Men Having Sex with Men (MSM) project, \$70,000 in supplemental funds for the Syphilis Elimination for "Building Bridges: Ethnographic Study of Risk Factors for STD Among Hispanic Day Laborers in Los Angeles County" and \$1,712,327 supports personnel, operating cost and subcontracts for the CSPS program.

Amendment No. 3 to NGA H25/CCH904366-13 in the amount of \$25,000 provides supplemental funds to support the Rapid Syphilis Diagnostics in High Syphilis Morbidity Areas project for the CSPS program, with a combined total revised award of \$5,931,191.

Subcontracts are as follows:

<u>Contractor</u>	<u>Contract No.</u>	<u>Agreement/ Amendment No.</u>	<u>County Max.</u>	<u>Increase/ Decrease</u>	<u>Revised County Max.</u>
CFHC	H 209756	Amendment No. 5	\$490,411	+149,035	\$639,446
LAGLC	H 211172	Amendment No. 4	288,214*	+ 72,531	360,745
AHF	H 207538**	New Agreement	371,269	-	-

* Funded with net County cost

**Existing agreement expired on 11/30/03.

The program cost of \$639,446 for the agreement with CFHC and \$371,269 with AHF are 100% offset by CDC funds. The total program cost of \$360,745 for the agreement with LAGLC is offset by \$72,531 in CDC funds and \$288,214 in net County cost.

An appropriation adjustment in the amount of \$1,925,000 is being requested to reflect funds that were not included in the FY 2003-04 Adopted Budget. Funding will be requested in future fiscal years as needed.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

James G. Haughton, M.D., M.P.H., Medical Director, Public Health

7. APPROVALS:

Public Health:

John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division:

Riley J. Austin, Acting Chief

County Counsel (approval as to form):

Kelly Auerbach Hassel, Deputy County Counsel

BLETCD3030.KH
11/4/03

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services - Sexually Transmitted Disease Program (STD)

Grant Project Title and Description - Comprehensive Sexually Transmitted Prevention Systems (CSPS)

Supplemental and unobligated carryover funds to support the STD Chlamydia Infertility and Syphilis Prevention, Men Having Sex with Men (MSM) and Syphilis Elimination projects and STD screening, treatment and prevention services.

Funding Agency CDC	Program (Fed. Grant #/State Bill or Code #) H25/CCH904366-13-2	Grant Acceptance Deadline ASAP
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Total Amount of Grant	\$522,655	County Match Requirements	N/A
Budget Period	01/01/03	Begin	End Date: 12/31/03
Number of Personnel Hired -Grant	3 New Positions	Full	1 Part Time 3

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program?	Yes	X	No
Will all personnel hired for this program be placed on temporary ("N") items?		X	No
Is the County obligated to continue this program after the grant expires	Yes		No X
If the County is not obligated to continue this program after the grant expires, the Department will:	Yes		No X
a). Absorb the program cost without reducing other services	Yes	X	No
b). Identify other revenue sources			
Describe			
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	X	No

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signatu

Thomas [Signature]

Date 11/25/03

COMPREHENSIVE SEXUALLY TRANSMITTED DISEASE
PREVENTION SYSTEMS SUPPLEMENTAL SYPHILIS ELIMINATION
POSITION ALLOCATION REQUEST

Personnel Detail

FULL-TIME EQUIVALENT (FTE)

<u>Position Requested:</u>	<u>Number of Position(s):</u>	<u>Percent of Time:</u>
Community Worker	1	100%

PART-TIME POSITIONS

Student Professional Worker	3	2074 hrs.
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BOARD OF
SUPERVISORS
OFFICIAL COPY

16W 352M 11/03

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S
No.

DEPARTMENT OF

19

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO
ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR
ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTE

SOURCES:

Public Health Services

Federal- Other

A01-HS-23450-9001

\$1,925,000

USES:

Public Health Services

Salaries and Employee Benefits

A01-HS-23450-1000

73,000

Services and Supplies

1,786,000

A01-HS-23450-2000

Fixed Assets

A01-HS-23450-6030

66,000

TOTAL:

\$1,925,000

TOTAL:

\$1,925,000Justification:

This adjustment is necessary to recognized additional funding from the Centers for Disease Control and Prevention for the Comprehensive Sexually Transmitted Disease Prevention Systems per Amendments No. 2 and 3 to the Notice of Grant Award No. H25-CCU904366-13. The funding period is January 1, 2003 through December 31, 2003. there is no increase in operating subsidy.

EM:lt 11/19/03

Efrain Munoz, Chief

DHS-Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

Nov. 25, 2003

AS REQUESTED

DAVID E. DAUSSON
CHIEF ADMINISTRATIVE OFFICERAPPROVED (AS REVISED)
BOARD OF SUPERVISORS

19

AUDITOR-CONTROLLER BY

No 151

Nov. 25 2003

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER



DEPARTMENT OF HEALTH & HUMAN SERVICES

Centers for Disease Control
and Prevention (CDC)
2920 Brandywine Road
Atlanta, GA 30341-5539

September 2, 2003

Peter R. Kerndt, M.D.
Director, STD Program
County of Los Angeles
2615 S. Grand Avenue, Room 500
Los Angeles, California 90007

Reference: Grant No. H25/CCH904366-13-2
Comprehensive STD Prevention Systems (CSPS)

Dear Dr. Kerndt:

The enclosed Amendment (2) of referenced Grant awards supplemental funds in the amount of \$570,005.00 in Federal Financial Assistance. Carryover funds in the amount of 1,759,677.00 are also authorized. See the terms and conditions on pages 2 through 3 for additional information.

If you have any questions, you may contact Gladys T. Gissentanna, Grants Management Specialist at (770) 488-2753; or fax, (770)-488-2670; or e-mail, gcg4@cdc.gov.

Sincerely,

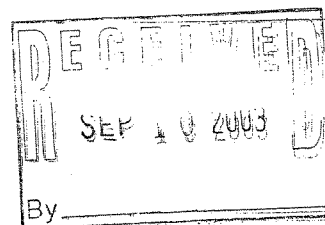
A handwritten signature in black ink, reading "William J. Ryan, Jr.", is written over the typed name.

William J. Ryan, Jr.
Team Leader, Section II
Acquisition and Assistance Branch A
Procurement and Grants Office

Enclosure

cc: Business Office
County of Los Angeles

Sandy Millard, NCHSTP, MS-E02



Program, Public Health, 2615 S. Grand Avenue, Room 500, Los Angeles, CA 90007, Attention: Program Manager, no later than fifteen (15) working days after the end of each calendar month."

3. Paragraph 11, RECORDS AND AUDITS, shall be revised to add subparagraph F, as follows:

11. RECORDS AND AUDITS:

F. CFHC may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit, or obtain copies of said records, CFHC must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

4. Paragraph 58, SAFELY SURRENDERED BABY LAW LANGUAGE, shall be added to the Agreement as follows:

"58. A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify0 and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the

Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

5. Paragraph 59, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, SHALL BE ADDED TO THE Agreement as follows:

"59. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall

have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any

service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement."

6. Effective date of Board approval, Paragraph 57, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) shall be deleted in its entirety.

7. Effective date of Board approval, Exhibit A-7a, shall be added to the Agreement.

8. Effective date of Board approval, Schedule VII-A shall be added to the Agreement.

9. Effective date of Board approval, Exhibit A-7a and Schedule VII-A shall supersede and replace Exhibits A-7 and Schedule VII, respectively.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CALIFORNIA FAMILY HEALTH COUNCIL, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AMENDCD3033.
KHkh:11/25/03

California Family Health Council (CFHC)

H-209756

Budget Period: January 1, 2003-December 31, 2003

	APPROVED BUDGET	ADJUSTMENT	TOTAL BUDGET
I. PERSONNEL			
Program Manager	\$51,959.00		\$51,959.00
Administrative Clerical Support	\$11,659.00		\$11,659.00
Medical Specialist	\$17,600.00		\$17,600.00
Division Director	\$7,824.00		\$7,824.00
EPA Training Coordinator		\$2,477.00	\$2,477.00
Administrative Assistant		\$1,736.00	\$1,736.00
Clerical Support		\$743.00	\$743.00
Director of Clinical Research		\$4,158.00	\$4,158.00
Assistant Project Director		\$8,362.00	\$8,362.00
	\$24,665.00	\$5,325.90	\$29,990.90
Fringe Benefits @ 27%	\$113,707.00	\$22,801.90	\$136,508.90
Total Personnel			
II. OPERATING EXPENSES			
Research, analyst and data entry activities	\$55,000.00	\$2,250.00	\$57,250.00
Chlamydia Screening Activities	\$52,300.00		\$52,300.00
Sentinel Sites/Alternate Sites	\$75,000.00		\$75,000.00
Special Projects	\$50,271.00		\$50,271.00
Teen Initiative	\$30,000.00		\$30,000.00
Supplemental Increase	\$84,787.00		\$84,787.00
General Expenses (Includes travel)	\$12,290.00		\$12,290.00
Educational Materials/Development/Distribution		\$46,903.10	\$46,903.10
Equipment		\$14,100.00	\$14,100.00
Total Operating Expenses	\$359,648.00	\$63,253.10	\$422,901.10
III. Other Expenses			
Medication Grant (2,500 doses Azithromycin @ \$20.50/dose)		\$51,250.00	\$51,250.00
Office Supplies		\$524.00	\$524.00
Warehouse space for educational materials		\$2,500.00	\$2,500.00
EPA Training (development and administrates survey, locate training sites, printing of materials, etc.)		\$8,706.00	\$8,706.00
IV. Indirect and Administrative Costs			
Indirect cost @15% of total personnel	\$17,056.00		\$17,056.00
TOTALS	\$490,411.00	\$149,035.00	\$639,446.00

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

Contract No. H-211172-4

SEXUALLY TRANSMITTED DISEASE
SCREENING, TREATMENT, CASE FINDING AND
EVALUATION SERVICES AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

L.A. GAY AND LESBIAN CENTER
(LAGLC), a California nonprofit
corporation (hereafter
"Contractor").

WHEREAS reference is made to that certain document entitled
"SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASEFINDING,
AND EDUCATION SERVICES AGREEMENT", dated June 13, 2000 and
further identified as County Agreement No. H-211172, between the
County and L.A. Gay and Lesbian Center ("Contractor") and any
Amendments thereto (all hereafter referred to as "Agreement ");
and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to increase the maximum County obligation and make
other hereinafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in

the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A3-1, attached hereto and incorporated herein by reference. Services shall be provided to persons who live within the County of Los Angeles who suffer from or are suspected of suffering from sexually transmitted diseases. County approved supplies provided pursuant to this Agreement shall be used solely for the detection and treatment of sexually transmitted diseases. The program under which these services shall be provided is the Sexually Transmitted Disease Control Program (hereafter "Program")."

2. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: During the period July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Three Hundred Sixty Thousand, Seven Hundred Forty-Five Dollars (\$360,745) in accordance with Schedule 1C-1,

attached hereto and incorporated herein by reference.

3. Effective date of Board approval, Exhibit A3-1, shall be added to the Agreement.

4. Effective date of Board approval, Schedule 1C-1 shall be added to the Agreement.

5. Effective date of Board approval, Exhibits A3-1 and Schedule 1C-1 shall supersede and replace Exhibits A-3 and Schedule 1-C, respectively.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

L.A. GAY AND LESBIAN CENTER
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AMENDCD3031.KH
kh:11/25/03

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

**SCOPE OF SERVICES
Date of Board Approval – JUNE 30, 2004**

PROGRAM UNITS

Program is composed of the following units:

- I. Administration
- II. Medical Records and Admissions
- III. Laboratory
- IV. Case Management
- V. Medical Services
- VI. Health Education

UNITS DESCRIPTION AND OBJECTIVES

Contractor agrees to provide services of the Program which will be organized as outlined herein below by six major program units. Contractor further agrees to exercise all reasonable efforts to attain all Program objectives as presented in this outline of Program units.

The Sexually Health Program Clinic of the L.A. Gay and Lesbian Center (hereinafter referred to as ("Clinic")) is composed of six units, and is organized as follows:

I. **ADMINISTRATION**

A. **Description of Unit:**

For purpose of this Agreement, the Clinic's Director of the Sexual Health Program shall ensure that the Clinic is operated in compliance with laws, regulations, contract and policy pursuant to the Departmental publication of Sexually Transmitted Disease Procedure Manual.

The Contractor will act as a sentinel surveillance site for a number of important STDs including Gonorrhea, Chlamydia, Syphilis, Human Papilloma Virus (HPV), herpes and other STDs. The Contractor will also provide basic epidemiologic information on a specific population of gay men and lesbians with high rates of STD morbidity. Surveillance information obtained via the Clinic is critical for health promotion and disease control within a population exhibiting high STD morbidity.

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

**SCOPE OF SERVICES
Date of Board Approval – JUNE 30, 2004**

B. Unit Objectives:

1. Supervise, direct, and coordinate all units of Clinic.
2. Monitor provision of medical services to ensure compliance with laws, regulations, contract and County policy.
3. Solicit, receive, manage, control, and direct Clinic funds.
4. Prepare and forward periodic reports as required by County.
5. Represent Clinic as required.
6. Ensure that all licenses, insurance and other documents are current and meet requirements of laws, regulations and contract.
7. Recruit, train, and evaluate salaried and volunteer staff.
8. Control supplies, service levels, and inventory.

II. MEDICAL RECORDS AND ADMISSIONS

A. Description of Unit:

Unit shall prepare and store charts, records, test results, and pertinent papers in order to provide adequate documentation of medical care to each client accepted into Clinic. Unit shall schedule appointments, admit and screen clients, collect fees and donations, and any related revenues including maintenance of adequate documentation.

B. Unit Objectives:

1. Operate appointment and admission systems to ensure intake of an average of eighteen clients per clinic at the McDonald/Wright Building (244 clinics per year/approximately 4,392 unduplicated clients per year); an average of two clients per screening clinic at *The SPOT* (190 clinics per year/approximately 380 unduplicated clients per year); an average 15 clients per one weekly treatment clinic at *The SPOT* (30 clinics per year beginning November 2003/approximately 450 unduplicated clients per year) and an average of 2,056 unduplicated clients per year at community fairs, festivals, bathhouses, etc.

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

**SCOPE OF SERVICES
Date of Board Approval – JUNE 30, 2004**

Such figures reported as listed above shall consist of approximately 4,085 men who have sex with men and/or women (MSM/W), and approximately 53 lesbians exhibiting high STD morbidity.

2. Maintain client records in an efficient manner and in accordance with law and established confidentiality.
3. Collect, analyze, maintain and report data to County as required under the provisions of this Agreement.
4. Operate all services without charge, but accept donations from clients and the general public, and track and account for all such revenue.
5. Staff nurse review of all medical records after each clinic session according to accepted standards, and reporting of positive results on County Morbidity Results (CMR) cards.

III. LABORATORY

A. Description of Unit:

The laboratory shall be licensed, supervised by a licensed medical laboratory technologist(s), and shall perform, (at a minimum, tests for gonorrhea and syphilis).

In addition, the laboratory is licensed to perform:

- Urine Pregnancy
- Herpes Simplex Type 1 and/or 2 Antigen
- Chlamydia Antigen (Urine or Urethral and Cervical)
- Strep Throat
- H. Ducreyi Presumptive ID
- Vincent's Angina Presumptive
- Candida Albicans (Rule Out)

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

**SCOPE OF SERVICES
Date of Board Approval – JUNE 30, 2004**

- T. Vaginalis
- Fungal Skin Scrapings

B. Unit Objectives

1. At a minimum, perform tests for Syphilis and Gonorrhea, Chlamydia, Herpes, Candida, Urine Pregnancy, Strep Throat, H. Ducreyi, Presumptive ID, Vincent's Angina Presumptive, T. Vaginalis, Fungal Skin Scrapings.
2. Process and report stat laboratory tests including, but not limited to, Rapid Plasma Reagin, gram stain, darkfield exam.
3. Report all positive/reactive findings indicative of Sexually Transmitted Disease as per Section 25.5 of the California Code of Regulations.
4. Maintain records of all such tests as required by law and regulations.
5. Maintain inventory control.
6. Perform and record quality control tests as required by law.
7. Maintain an up-to-date lab manual.

IV. CASE MANAGEMENT:

A. Description of Unit:

This unit shall interview or counsel, follow-up and document treatment of persons identified at Clinic, or through referral from the outside as having syphilis, gonorrhea, chlamydia, non gonococcal urethritis and/or chancroid.

B. Unit Objectives:

1. Syphilis Case Management

- a. Counsel/Interview 90 - 95% of all primary, secondary, and early latent syphilis cases using motivational techniques and the self referral checkmate type of system within three days of detection/diagnosis. Counseling shall emphasize patient compliance, patient knowledge of

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

SCOPE OF SERVICES

Date of Board Approval – JUNE 30, 2004

disease, and referral of persons exposed to the patient's infection.

- b. Re-counsel 90 - 95% of total cases counseled (70 - 75% within 7 days) for the purpose of ensuring medical compliance and referral of sex partners for counseling.
- c. Examine new locatable contacts, suspects, associates and high priority patients requiring further evaluation or treatment (as determined by Program policy) within the following time frames.*

45 to 50% in 3 days

70 to 75% in 7 days

80 to 85% in 14 days

*Computing time from date assigned by Epi Supervisor.

- d. Provide epidemiologic (preventive) treatment for 90 – 95% of clinically and serologically negative contacts who could nevertheless be incubating syphilis.

- e. Keep legible records and statistics as required by County.

2. Gonorrhea Case Management

- a. Counsel/Interview 85 - 90% of all clients clinic diagnosed as having gonorrhea using motivational techniques and a self referral checkmate type system.
- b. Record all counseling activity and submit to County on CMR card.
- c. Assure that 90% of gonorrhea cases (laboratory confirmed) are adequately treated within ten days of report by lab.
- d. Provide epidemiologic treatment for 90 - 95% of laboratory negative contacts to gonorrhea patients.

3. Chlamydia Case Management (reporting began 03/13/92)

- a. Counsel/Interview 85 – 90% of all clients diagnosed as having Chlamydia Antigen positive test using motivational techniques and self referral checkmate type system.
- b. Record all counseling activity and submit to County on CMR card.

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

**SCOPE OF SERVICES
Date of Board Approval – JUNE 30, 2004**

- c. Assure that chlamydia cases (laboratory confirmed) are adequately treated.
- d. Provide epidemiologic treatment for 90 – 95% laboratory negative contacts.
- 4. Non Gonococcal Urethritis Case Management. (Reported since 1990 following the same guidelines as sections 2 and 3 above)
- 5. Chancroid Case Management. (Reported following guidelines as in Section 3 and 4 above.)
- 6. Herpes (Not reportable, but all clients are interviewed and provided with education and counseling.)

V. MEDICAL SERVICES

A. Description of Unit:

In accordance with County Sexually Transmitted Disease guidelines, this unit shall assess and treat all clients requesting services.

B. Unit Objectives:

- 1. Medically assess and plan treatment for all such clients and provide such treatment according to County protocol.
- 2. Refer for medical follow-up when treatment is required beyond the scope of Clinic's capability.
- 3. Counsel and educate clients as to the nature of their disease and appropriate follow-up care.
- 4. Re-schedule for follow-up testing and/or treatment as required.

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING
AND EVALUATION SERVICES**

**SCOPE OF SERVICES
Date of Board Approval – JUNE 30, 2004**

VI. HEALTH EDUCATION:

A. Description of Unit:

The Unit shall provide professional education expertise for developing and organizing STD prevention oriented services and outreach activities associated with all sexually transmitted diseases including information about Acquired Immune Deficiency Syndrome (AIDS). Provision of such services shall occur primarily at *The SPOT*.

B. Unit Objectives:

1. Maintain close liaison with, both, in-house and outside education and research activities.
2. Translate most recent research results into meaningful information for clients, volunteers, staff, media, and all outreach activities.
3. Provide professional consultation to volunteers, staff, agency, and organizations where focus is educational outreach.
4. Ensure education of all clients to promote prevention of sexually transmitted disease including HIV.
5. Organize updates and/or in-service trainings for health professionals staff and volunteers to facilitate dissemination of the most recent sexually transmitted disease information.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AUGMENTATION OF STD CONTRACT**

LA GAY & LESBIAN CENTER

Date of Board Approval-June 30, 2004

JUSTIFICATION NARRATIVE

A. <u>PERSONNEL</u>	<u>Name</u>	<u>Amount</u>
<u>Spot STD/HIV Coordinator</u>	(Kerrone, D)	\$4,000
Responsible for the daily operations of the Spot and oversees all staff and volunteers working at the Spot. Oversees staff scheduling and maintenance of the Spot. Also responsible for overseeing that data management of Spot records.		
<u>STDCoordinator</u>	(Manning, P)	\$4,000
Responsible for the daily operations of the STD Clinic including the additional responsibility of the Saturday clinic. Oversees staff scheduling and that staff maintain proper state and county certification. Coordinates outreach events. Maintains department referral manual. Recruits volunteers. Will also assist in HIV/ STD counseling, phlebotomy, and data entry as needed.		
<u>Administrative Assistant (Sat and the Spot)</u>	(Gallegos, M)	\$2,323
	(Vacant)	\$2,323
Schedule appointments; check clients in; assist clients in completing required registration paperwork; enters registration information into database. File all laboratory test results. Current STD administrative assistant (AA) will have first choice to work overtime in addition to other AAs employed with LAGLC and familiar with the current Clinic operations.		
<u>Lab Assistant (Sat and the Spot)</u>	(Barraza, C)	\$1,920
	(Vacant)	\$1,920
Maintains accurate logs of patients testing and results. Perform Phlebotomy and finger-sticks as required in accordance with written protocol and strictly adhering to Universal Precautions protocols. Responsible for blood and urine specimen collection and processing. Current STD lab assistant (LA) will have first choice to work overtime in addition to other LAs employed with LAGLC and familiar with the current Clinic operations.		
<u>STD/HIV Counselors/Interviewers (Sat and the Spot)</u>	(Castrejon, E)	\$2,579
	(Cross, J)	\$2,579
Conduct intake interviews of clinic patients and responsible for providing client-centered pre and post STD and HIV counseling in accordance with state and county guidelines. Informs clients about possible testing options and referrals. Also provides prevention counseling and referrals. Assists clients in creating and maintaining a risk reduction plan. Provides and maintains a customer service atmosphere. Provides follow-up for clients who do not return for their results. Test clients at main LAGLC site as well as the Spot. Also assist in data collection and management and phlebotomy as needed.		

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AUGMENTATION OF STD CONTRACT**

LA GAY & LESBIAN CENTER

Date of Board Approval-June 30, 2004

JUSTIFICATION NARRATIVE

<u>Licensed Vocational Nurse II</u>	(Ybarra, S)	\$ 3,072
	(Vacant)	\$3,072

Responsible for providing skilled nursing care to STD patients in clinic setting and at LAGLC's satellite location the Spot. Contacts all clients, including those tested offsite. Administers medications to patients within scope of practice of the license. Assist physicians and mid-level practitioners in performing specialized procedures. Performs phlebotomy as needed. Current STD Licensed Vocational Nurse (LVN) will have first choice to work overtime in addition to hiring LVN consultants.

<u>Mid-Level Practitioner</u>	(Vacant)	\$7,872
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Responsible for examining patients, records results, and makes preliminary diagnosis or decides on follow-up procedures. Performs therapeutic procedures such as immunizations, injections, and managing infection. Exercises professional judgment regarding consultation with medical director concerning appropriate treatment. Prescribes medications to the extent allowable by state guidelines and clinic regulations. Provides health education regarding health maintenance especially in the realm of STD prevention. Current STD consultant physician assistants (PA) and nurse practitioner (NP) will be rotated through the Spot and the Saturday Clinic in addition to hiring more PA and NP consultants.

<u>Health Data Coordinator/Admin Asst.</u>	(Vacant)	\$8,614
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File and records all laboratory testing results; Responsible for data entry; documents all positive lab results in medical charts; completes reminder phone calls for STD Clinic and the Spot. Provides assistances with interviews and clients checking in as needed. (Part-time 20 hours per week)

<u>FRINGE BENEFITS</u>	\$6,048
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Approximately 13.66% of salaries (\$44,274)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AUGMENTATION OF STD CONTRACT**

LA GAY & LESBIAN CENTER

Date of Board Approval-June 30, 2004

JUSTIFICATION NARRATIVE

<u>B. SERVICES AND SUPPLIES</u>	<u>Amount</u>
<u>Educational Materials</u> Purchase of condoms and lube, brochures and other printed materials for distribution to clients by clinicians to promote safer sex practices.	\$1,000
<u>Supplies – General</u> General office supplies (pens, paper, file folders, medical charting supplies, etc.) required for maintenance of program operations.	\$1,200
<u>Medical Supplies</u> Covers costs of all clinical supplies including lab supplies, testing supplies, and exam room supplies.	\$4,747
<u>Advertising</u> Provides for a few ads and flyers to inform the public about new service hours	\$1,500
<u>Pharmaceutical</u> Provides for costs of all medications for proper patient care according to STD formulary.	\$4,108
<u>Other Laboratory Testing</u> Covers the cost of Herpes and HPV culture as well as other laboratory tests	\$479
<u>F. INDIRECT COSTS 12.65%</u>	\$9,175
<u>AUGMENTATION TOTAL</u>	<u>\$72,531</u>

LOS ANGELES COUNTY - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH PROGRAMS AND SERVICES
SEXUALLY TRANSMITTED DISEASE PROGRAMS

SCHEDULE 1C-1

L.A. GAY & LESBIAN CENTER

Contract H-2111172

July 01, 2003 through June 30, 2004

EFFECTIVE JULY 01, 2003

FY 2003/04

			MONTHLY	# OF	% OF	REQUESTED		
			SALARY	MONTHS	FTE	BUDGET	Adjustment	Total Budget
A. SALARIES & EMPLOYEE BENEFITS								
Full-Time Employees								
5000	Program Director - SHP (Horton, T)		4,408.59	12	40%	\$20,147		\$20,147
	STD Coordinator (Manning, P)		2,766.72	12	50%	\$16,118	\$4,000	\$20,118
	Epidemiologist (Amezola de Herrera, P)		4,408.59	12	100%	\$51,373		\$51,373
	Administrative Assistant (Gallegos, M. & 1 vacant)		2,136.17	12	100%	\$24,900	\$4,646	\$29,546
	Medical Records AA (Taylor, P)		3,152.73	12	100%	\$36,743		\$36,743
	Licensed Vocational Nurse (Ybarra, S. & 1 vacant)		2,890.73	12	90%	\$30,314	\$6,144	\$36,458
	Spot STD/HIV Coordinator (Kerrone, D)						\$4,000	\$4,000
	Lab Assistant (Barraza, C. & 1 vacant)						\$3,840	\$3,840
	STD/HIV Counselors/Interviewers (Castrejon, E. & Cross J)						\$5,158	\$5,158
	Mid-Level Practitioner (Vacant)						\$7,872	\$7,872
	Health Data Coordinator/Admin. Asst. (Vacant)						\$8,614	\$8,614
	Subtotal, Salaries					\$179,595		\$179,595
	Benefits (Approximately)	21.18%				\$38,047	\$6,048	\$44,095
Subtotal, Full-Time Employee Salaries & Benefits						\$217,642	\$50,322	\$267,964
B. SERVICES & SUPPLIES								
	Outside Services - Contract Physicians					\$11,300		\$11,300
	Outside Services - Medical Other					\$19,500		\$19,500
	Outside Services - Other					\$2,000		\$2,000
	Educational Materials					\$800	\$1,000	\$1,800
	Printing & Duplicating					\$1,000		\$1,000
	Pharmaceuticals					\$10,000	\$4,108	\$14,108
	Seminars & Conferences					\$1,000		\$1,000
	Staff Training					\$900		\$900
	Supplies - General					\$5,000		\$5,000
	Travel					\$1,000	\$1,200	\$2,200
	Advertising					\$1,500	\$1,500	\$3,000
	Insurance - Malpractice					\$1,000		\$1,000
	Supplies - Medical					\$5,000		\$5,000
	Telephone					\$500	\$4,747	\$5,247
	Event Expenses					\$2,000		\$2,000
	Other Laboratory Testing						\$479	\$479
Subtotal, Services & Supplies						\$62,500	\$13,034	\$75,534
								\$0
C. FACILITY RENT/LEASE/PURCHASE								
								\$0
D. EQUIPMENT LEASE/PURCHASE								
								\$0
E. INDIRECT COSTS								
		3.71% of Salaries & Benefits				\$8,072	\$9,175	\$17,247
								\$0
TOTAL PROGRAM EXPENSES						\$288,214	72,531	\$360,745
						\$288,214	\$72,531	\$360,745
						0		

Exhibit V

SEXUALLY TRANSMITTED DISEASE
SYPHILIS SOCIAL MARKETING CAMPAIGN SERVICES AGREEMENT

AGREECD3032.KH
wbc:11/25/03

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Contract No. _____

**SEXUALLY TRANSMITTED DISEASE
SYPHILIS SOCIAL MARKETING CAMPAIGN SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2003,
by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and AIDS HEALTHCARE FOUNDATION, INC.
(hereafter "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; and

WHEREAS, Section 120175 of the California Health and Safety Code requires the County Health Officer to take such measures as may be necessary to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, Contractor has had an unusual degree of success not shared by public health clinics in inducing certain groups of people within Los Angeles County who are likely to have such diseases to submit themselves to proper medical treatment and care; and has, therefore, been of material assistance in the performance of County's public health duties; and

WHEREAS, for the purpose of aide and incentive for Contractor to provide the services and objectives as outlined in Exhibit A, attached hereto and incorporated herein by reference, the parties desire to enter into this Agreement; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to provide services contemplated hereunder; and

WHEREAS, County's Department of Health Services (hereafter "DHS") believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Health Services or his/her authorized designee(s); and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of Board approval, and shall continue, unless sooner terminated or cancelled, in full force and effect through November 30, 2004. In any event, this Agreement may be terminated, with or without cause, by either party upon giving of at least thirty (30) days' advance written notice to the other. Further, County may terminate this Agreement in accordance with

the Termination Paragraphs of the Additional Provisions hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement,

Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, and B, attached hereto and incorporated herein by reference during the term of this Agreement.

3. MAXIMUM OBLIGATION OF COUNTY: During the period effective date of Board approval through November 30, 2004, the

maximum obligation of County for all services provided hereunder as described in Exhibit A, hereunder, is Three Hundred Seventy-Six Thousand, Seven Hundred Eighty-Seven Dollars (\$376,787). This sum represents the total maximum obligation of County as shown in Schedules 1, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation,

approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand

Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1, and the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, all attached hereto.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A, Attachment 1, and Exhibit B
Schedule 1

8. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and

shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, 6th Floor, Los Angeles,

California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and

related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24)

hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the

right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	
Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or

employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 6225 West Sunset, 21st Floor, Los Angeles, California 90028. Contractor's primary business telephone number is (323) 436-5001 and facsimile/FAX number is (323) 436-5030. Contractor shall notify in writing County, of any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

13. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does

not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:

Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State, County and federal Government purposes and to have or permit other to do so. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion of final settlement of this contract may

acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

14. BILLING AND PAYMENT: County shall reimburse Contractor monthly, in arrears, with affidavits and tear sheets, for actual pre-approved reimbursable costs incurred upon submission by Contractor of an invoice in duplicate on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with the Schedule(s) attached hereto and incorporated herein by reference. Each invoice shall be approved and signed by the Contractor's duly authorized designee. Original invoices, and claims shall be submitted directly to Sexually Transmitted Disease Program office, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, no later than five (5) calendar days after the end of each calendar month.

County may authorize prepayment of up to 25% for production work based on vendor estimate, and when vendors dictate that prepayment is mandatory. Production work is defined as development of media for broadcast or print and development and printing of collateral for use in public relation activities. The requests for prepayment must be submitted with documentation as deemed appropriate by the County. Such requests shall be considered on a case-by-case basis.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph in this Agreement.

15. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

16. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Health Services
Public Health
313 North Figueroa Street
8th Floor
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Health Services
Sexually Transmitted Disease Program
2615 South Grand Avenue
6th Floor
Los Angeles, California 90007

Attention: Director

3. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: AIDS Healthcare Foundation, Inc.
6255 West Sunset Blvd., 21st Floor
Los Angeles, California 90028

Attention: Director, Prevention Programs

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

AIDS HEALTHCARE FOUNDATION, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AGREECD3032.KH
wbc:11/25/03

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE
SYPHILIS SOCIAL MARKETING CAMPAIGN SERVICES AGREEMENT
COST REIMBURSEMENT

wbc:11/7/03
AGREECD3032.KH

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DEPARTMENT OF HEALTH SERVICES
SEXUALLY TRANSMITTED DISEASE
SYPHILIS ELIMINATED SERVICES AGREEMENT
COST REIMBURSEMENT

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to County, Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business

organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to County, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify County in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of

race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to County's Director (hereafter collectively "County Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not

discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that

the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and

regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor."

8. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's

services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

9. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

10. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to

County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

B. County Audit Settlements:

(1) If an audit conducted by Federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to

provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on

the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of

services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual

cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and

payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient

ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor

shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") - County, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's DHS - County no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records

pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - County one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County DHS.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that serve as a basis for management analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the County Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights,

title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

I. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

J. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding

unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

A. Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent County's consent, shall not be paid by County.

B. Shareholders or partners, or both, of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be

required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's County Director or his/her authorized designee(s). Contractor's request to County Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by County Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement,

including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to County Director, a copy of the proposed subcontract instrument. With the County Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's Sexually Transmitted Disease Program Office, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, within thirty (30) calendar days after the effective date of subcontract.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions

proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - County at any time during the term of this Agreement.

22. COMPLIANCE WITH APPLICABLE LAW:

K. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

L. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California

Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

M. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

N. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

O. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

P. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated

for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

Q. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

R. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable

precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact County, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

S. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing

services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's County Director. Contractor shall provide the above set forth required information to County's County Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS:

T. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between

County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

U. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

V. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

31. TERMINATION FOR INSOLVENCY:

W. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay

its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

X. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

Y. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of

this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

Z. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

AA. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

AB. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

AC. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days

of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts."

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or person under Contractor's control performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any

time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County

and its DHS shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include

improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Contractor shall submit to County's District Attorney (DA) a

completed Principal Owner Information Form (POI Form), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of

written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR DEFAULT Paragraph of this Agreement.

48. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally

funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

51. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall agree to accept referrals from the County's Human Resources staff of qualified County employees for consideration for employment, as vacancies occur in Contractor's staff, beginning with Board approval of contract and throughout the contract term.

52. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance

at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty County shall have the right to terminate this Agreement and, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may or otherwise in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment

and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors shall have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

55. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

56. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled content paper to the maximum extent possible in connecting with the services to be performed by Contractor under this Agreement.

57. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any

California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service

Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception," Exhibit C, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

58. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

59. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this contract and is also available on the Internet at www.babysafela.org for printing purpo

ses.

to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

60. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibit A, Attachment 1, Schedule 1, and Exhibit B, attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following

and then to such other documents according to the following
priority:

1. Exhibit A, Attachment 1, Exhibit B, Exhibit C, and
Exhibit D.
2. Schedule 1 and Schedule 1a

AGREECD1995.KH
wbc:11/7/03

AIDS HEALTHCARE FOUNDATION, INC.

EXHIBIT A

Syphilis Social Marketing Campaign Services Agreement

1. GENERAL: Contractor shall provide County advertising, public relations, and public education services and perform the duties as described in this Exhibit herein below and in the Attachment(s) attached hereto and incorporated herein by reference. Contractor shall be responsible for the proper performance of any subcontractor(s) and any payment(s) to such subcontractor(s) for the services of work hereunder and shall require subcontractor(s) to comply with this Agreement.
2. COUNTY AND CONTRACTOR'S RESPONSIBILITIES:
 - A. Contractor will obtain releases, licenses, permits, and other authorizations to use photographs and other copyrighted materials belonging to third parties obtained by Contractor for use in performing services for County.
 - B. Contractor will follow County's instructions, as specified in Paragraph 13 of the body of this Agreement, to Contractor regarding the lawful and proper use of designations of County's parents, trade names, trademarks and copyrights. Contractor will not, however, be responsible for any failure by any third party, with the exception of subcontractor, including any media, to properly designate any patents, trade names, trademarks or copyrights belonging to County unless due to Contractor's negligence. Contractor will also endeavor to guard against loss to County as a result of failure of third parties to properly execute their commitments but in the absence of any negligence on Contractor's part, Contractor will not have any responsibility for any such failure, with the exception

of Subcontractor.

C. Any materials or services which Contractor has committed to purchase for County's account with County's approval shall be reimbursed for by County in accordance with the provisions of this Agreement. Upon payment, Contractor shall transfer, assign and make available to County all property and materials in Contractor's possession and control belonging to County.

D. Contractor Scope of Responsibilities:

(1) Act as "central clearinghouse" of information to and from the client, as needed. However, direct client contact with each agency is permitted.

(2) Execute parallel contact agreements with subcontractor(s) within sixty (60) calendar days of contract agreement.

(3) Maintain responsibility for ensuring consistent, quality implementation of the approved and mutually selected umbrella theme among all subcontractors and in all programs and media projects.

(4) Submit monthly billing as outlined in County procedures in the body of this Agreement.

3. CONTRACTOR PERSONNEL:

A. Contractor staff shall designate a Project Manager to lead and coordinate Contractor's media advertising, public relations, and public education services hereunder. Designated staff's name and title shall be forwarded to the Program Director within thirty (30) calendar days of the Agreement.

B. All services shall be performed in accordance with the Scope of Work, contained hereafter.

4. APPROVAL OF WORK: All publication items, goods, services, and other work provided by Contractor under this Agreement must have the written approval of the Program Director prior to the commencement of work on

this project. In no event shall County be liable or responsible for payment of services absent Program Director's prior written approval.

5. SERVICES: The Contractor shall provide County with services outlined and described below:

A. Scope of Work: In a satisfactorily and proper manner as determined by County, Contractor shall perform functions and services to achieve the objectives outlined in the Attachments (s) attached hereto and incorporated herein by reference.

B. Program Objective: In a satisfactorily and proper manner as determined by County, Contractor shall perform functions and services to achieve the following objective: utilize print and other effective media venues to promote compliance with California Labor Code 3037 and 6404.5 and provide media support for increasing syphilis testing and treatment related to reducing syphilis transmission among men who have sex with men (MSM).

- C. Statement of Work: The goals and objectives outlined in Paragraph 5 of this Exhibit shall be implemented as follows (if applicable):

- D. Meetings: Contractor shall attend meetings as requested by County.

- E. Compensation:

(1) Prior to the commencement of any services hereunder, Contractor shall provide County with a detailed cost estimated for the project and obtain County's written approval of the cost.

(2) Compensation will follow standard industry practices:

(a) Contractor will be compensated by the standard 15% commission on advertisement buys placed by the agency.

(b) Contractor and subcontractor (if applicable)

performing public relations projects will be compensated at a pre-agreed hourly rate based on pre-approved time allotments for each project.

(c) Contractor will be compensated on a pre-agreed, flat fee for their efforts toward overall coordination. Scope of responsibilities are outlined in Paragraph 2D of this Exhibit.

(d) Pre-approved out-of-pocket expenses are billable at cost.

(3) Placement of Advertising: All purchases on behalf of County concerning either the production or placement of advertising or performance of other related services will be made only upon specific written approval of the County. For repeat advertisements requiring minor changes, County shall be billed only for actual time and charges necessary to revise the advertisement.

(4) Compensation for any services which County desires Contractor to perform which are not otherwise described in this Exhibit shall be determined in advance and agreed upon in writing prior to commencement of the services.

- F. Location of Services: This is a Countywide project targeting the MSM community of Los Angeles County.
- G. Contractual Agreements: Contractor shall adhere to the SUBCONTRACTING Paragraph of this Agreement for all subcontracts entered into for the provision of services under this Agreement. The proposed subcontract instrument must include, but is not limited to the name of this organization, period of performance, description of activities, evaluation mechanism, and itemized budget. Contractor shall submit a copy of any proposed subcontracts as applicable within sixty (60) calendar days of the date of the Agreement, for program Director's approval.

6. CONTRACTOR WARRANTIES: Contractor represents, warrants and agrees:

- A. That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered; and Contractor has the power and authority to execute this Agreement.
- B. That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent trademark, trade name or contract property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.
- C. That there are and will be no claims, liens, encumbrances or rights in or to the subject materials or any part thereof which can or will impair County's rights thereunder.
- D. That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.
- E. That Contractor shall complete the performance of services required under this Agreement within the terms of this Agreement.

7. BILLING AND PAYMENT PROCEDURES: Subject to the provisions of the Payment Paragraph of the body of this Agreement, County shall compensate Contractor by provisional payments for performing services hereunder in the following manner:

- A. Contractor shall bill County monthly in arrears. All billing shall be in accordance with the Schedules(s), attached hereto and shall clearly reflect all required information regarding the costs for which claim is made for services

provided under this Agreement. Billings shall be made and forwarded to County no later than five (5) calendar days after the close of each calendar month.

- B. All billings to County shall be in duplicate and shall be forwarded to the requesting facility, as described in Paragraph 15 of the body of this Agreement. The Contractor shall submit one copy of the billing invoice to the Program Office or as otherwise directed by the Director.
 - C. Print Media: Contractor shall invoice County for print media within thirty (30) calendar days of placement and include the following, as applicable: dates(s) of advertisement placement, type of advertisement (classified), display, publisher and advertisement title, number of times the advertisement was placed, the number of lines of the advertisement, rate, and commission or any other charges, if applicable. County's contract number tear sheets will be forwarded as available.
 - D. Audio Visual/Other Billing: Contractor shall submit verification for the purchase of television spot air time and radio spots with a schedule of dates and times to be aired or announced within one (1) week prior to air date and include appropriate invoice(s).
8. REPORTING: Contractor shall submit a monthly progress report summarizing Contractor's prior monthly performance of duties and activities performed under this Agreement to the Program Office by the fifth (5th) calendar day of the following month.

Revised:11/6/02

kh:

LOS ANGELES COUNTY (LAC) DEPARTMENT OF HEALTH SERVICES (DHS)
SEXUALLY TRANSMITTED DISEASE PROGRAM (STD P)

AIDS HEALTHCARE FOUNDATION (AHF)

PROJECT TITLE: Syphilis Social Marketing Campaign for Men Who Have Sex with Men in L.A. County.

SCOPE OF WORK

Effective Date of Board Approval – November 30, 2004

Goal:

Placing primary responsibility for this campaign with key agencies serving the MSM community will 1) increase the legitimacy of the campaign in the target population, 2) ensure that campaign messages and materials are relevant to the target population, including varied ethnic, linguistic, and behavioral sub-populations, 3) enhance opportunities for campaign-related focus testing, outreach, health service linkages, evaluation, and secondary media attention (e.g., news articles about the campaign), and 4) enhance communication and collaboration between the MSM community and DHS.

PROGRAM OBJECTIVES:

The syphilis social marketing campaign targeting men who have sex with men will seek to reduce the burden of syphilis among men who have sex with men (MSM) in L.A. County through increased syphilis awareness, testing, and prevention behavior.

A. Campaign development and implementation.

- A1. Develop overall campaign objectives and timeline for specific campaign activities.

Implementation Activities	Timeline	Evaluation/Documentation
<p>a) Revise campaign timeline to reflect 2004 activities, including scheduling of:</p> <ul style="list-style-type: none"> - Review / revision of campaign messages and objectives, based on 2002-03 campaign evaluation and additional market testing and focus groups conducted by DHS STD Program - Review of media types and outlets - Focus groups and surveys (to be coordinated by the DHS STD Program), to aid in revising messages and campaign directions as needed. - Review / expansion of campaign publicity plans - Creation of campaign events and activities calendar for period 12/03-5/04, with identification of potential outreach events, including inter-jurisdictional events such as the White Party - Review of STD Program data on syphilis morbidity trends among MSM in LAC and on key venues named by MSM syphilis cases - Review / revision of campaign website content, - Review / expansion of agency or venue partnerships - Implementation milestones for 2003-04, including new media development and launch, if applicable - Review of coordination or linkage with syphilis testing activities, including 	<p>January 2004</p>	<ul style="list-style-type: none"> - Copy of timeline extension, in a calendar or gantt chart format

Implementation Activities	Timeline	Evaluation/Documentation
possible use of internet-based methods to facilitate testing. - Other key project decision or action points, as needed		

A2. Implement all campaign elements.

Implementation Activities	Timeline	Evaluation/Documentation
a) Select media types, including free media	Ongoing through November 2004	List of media types, with explanations of why advantageous.
b) Select locations, venues, and/or media outlets	Ongoing through November 2004	List of locations and venues selected, documented in monthly reports provided to STD Program; copies of reports on file at STD Program and AHF.
c) Create agreements with businesses, sex clubs, or other partners to support campaign elements, as needed.	Ongoing through November 2004	List of any agencies, businesses, etc. which have agreed to support campaign elements, with type of support. Copies of letters or agreements from participating agencies or businesses. List of priority venues for outreach and materials distribution maintained by STD Program. List of priority outreach venues based on AHF HIV test sites maintained by AHF.

Implementation Activities	Timeline	Evaluation/Documentation
d) Develop and implement plan for campaign publicity, including use of free media	Ongoing through November 2004	Written plans for campaign publicity and use of free media. List of publicity activities included in monthly reports, with: - Date and description of media coverage events (include attendance by media and public) - Copies of all print articles or editorials on the campaign.
e) Submit proposed campaign materials and/or activities to DHS contract monitor for review, prior to placement. Submit all Spanish versions separately, after review and approval by designated Spanish speakers at AHF.	Ongoing through November 2004	Documentation of materials and/or descriptions of activities submitted to STD Program, including dates submitted and approved. List of designated Spanish speakers at AHF. Documentation of review of Spanish materials by designated Spanish speakers at AHF.

Implementation Activities	Timeline	Evaluation/Documentation
f) Document campaign implementation	Ongoing through November 2004	<p>Document (in monthly reports) all campaign elements, including:</p> <ul style="list-style-type: none"> - date initiated and completed - description of any problems, issues, or special circumstances - description of likely size and demographics of population reached - full description of the placement or implementation of each element (e.g., for palm cards, the number printed, the number distributed to each agency or location, and the number (or estimate) actually distributed to clients; for print ads, the number of ads per publication, the date and duration of each ad, etc <p>Hard copies and photographs (preferably digital) of all physical campaign materials. e.g., posters, print ads, palm cards, etc., including free media generated by campaign, including prototypes.</p> <p>Maintain copies of campaign elements:</p> <ul style="list-style-type: none"> - Retain hard copies and photographs (preferably digital) of all physical campaign materials. e.g., posters, print ads, palm cards, etc., including free media generated by campaign, including prototypes. - Retain photographs of all campaign items with a defined location in situ.

Implementation Activities	Timeline	Evaluation/Documentation
		<ul style="list-style-type: none"> - Retain digital copies of all digital materials, e.g., internet ad. - Retain copies of all broadcast materials in an appropriate medium, e.g., radio ad audio tape, TV video. - Provide a written description of all other activities, e.g., internet chat, celebrity events, etc. <p>Periodically monitor website operation and maintenance. Obtain and retain data related to internet ads.</p> <p>Document outreaches and distribution of campaign materials.</p>

Implementation Activities	Timeline	Evaluation/Documentation
g) Coordinate with DHS STD Program to integrate campaign to the extent feasible with DHS education and outreach activities.	Ongoing through November 2004	Timeliness of communications regarding campaign activities. Retain notes and agendas from STD/HIV integration meetings.
h) Develop campaign-linked internet outreach component for MSM chat rooms or other appropriate internet sites to publicize campaign materials and testing opportunities	January 2004	Copies of internet outreach plan
i) Train internet outreach staff.	February 2004	Document training curriculum and date(s) Copies of training attendance list(s).
j) Implement and monitor campaign-linked internet outreach component, including an average of 16 hours per week of outreach to MSM chat rooms or other appropriate internet sites to publicize campaign materials and testing opportunities.	March 2004	Logs of internet chat activity, and printouts to the extent feasible of chat room activity.

B. Project Management

- B1. Coordinate Syphilis Media Organizing Committee (SMOC), and maintain close communication and collaboration with DHS, and the affected community.

Implementation Activities	Timeline	Evaluation/Documentation
a. Review and revise objectives and duties for participants of the Syphilis Media Organizing Committee (SMOC), with stipulation that AHF will whenever possible abide by consensus SMOC decisions on major campaign items.	May 2004	Copy of objectives and duties. List of SMOC focus areas.
b. Hold meetings with SMOC members and DHS contract monitor, at least quarterly, but more often as needed. Coordinate all SMOC activities, including meeting scheduling, agendas, and reminders, member communications, and task completion.	Ongoing through November 2004	Document number and dates of meetings held, agendas, attendees, materials distributed, and minutes. SMOC agendas and meeting notes. Include SMOC meeting dates and summaries of agendas in monthly reports.. to be retained by AHF and STD program.
c. Provide monthly updates on project activities to SMOC members.	Ongoing through November 2004	SMOC agendas and meeting notes retained by AHF and STD program. Emailed reports to begin December 2003 and ongoing.
d. Select, define scope of work for, and manage any needed sub-contractors, e.g., advertising agency, media placement agency, printers, etc., and verify completion of contracted work.	Ongoing through November 2004	Document purpose and selection process of sub-contractors. Copies of written work agreements. Documentation of verified work completion. Copy of subcontract with BWA retained by AHF.
e. Hold at least one public community meeting to discuss campaign activities and results.	May 2004	Document meeting, including speakers, attendance, and publicity materials used.
f. Communicate with City/County of San Francisco Department of Public Health	Ongoing through November 2004	Document contacts made, substance of discussion, and any resulting activities

Implementation Activities	Timeline	Evaluation/Documentation
STD Program and other relevant jurisdictions conducting similar campaigns to share campaign ideas, and also to address travel-related transmission across jurisdictions.		undertaken. (Include in monthly reports to DHS). Copies of communications and collaborative work products with San Francisco retained by STD Program.
g. Have SMOC conduct membership review based on participation of agencies, and create process to adjust membership	January 2004	Document SMOC review and creation of process to adjust membership
h. Adjust membership according to agreed process, including renewal of commitments to SMOC from member agencies, removal of agencies that do not renew commitments, and inclusion of new agencies as deemed appropriate by SMOC	February 2004	Document adjustments to membership, copies of new letters of commitment.

C. Campaign monitoring and evaluation

C1. Monitor campaign penetration and effectiveness.

Implementation Activities	Timeline	Evaluation/Documentation
a. Develop measures and plan for evaluating campaign impact, including measures for message penetration, retention by target sub-populations, preventive behaviors (e.g., testing, hotline calling) motivated by campaign, etc.	January 2004	Copy of plan retained by STD Program.
b. Develop any instruments to be used for campaign evaluation, including tally logs, surveys, etc.	Date of Board approval through November 2004	Copies of survey instrument retained by STD Program.

Implementation Activities	Timeline	Evaluation/Documentation
c. Collect and analyze data to monitor effectiveness of campaign elements, according to evaluation plan.	December through November 2004	Document results of monitoring.
d. Monitor monthly syphilis data reports and other data supplied by DHS STD Program; ensure that all SMOC members also receive data	Ongoing through November 2004	Document receipt and review of data reports, and distribution to SMOC members. SMOC meeting notes and copies of items distributed at SMOC meetings retained by AHF and STD Program.
e. Modify campaign objectives, messages, targeted sub-populations, elements, placements, venues, etc., as needed and/or feasible to reflect or incorporate monitoring and evaluation results, subject to LAC STDP approval.	Ongoing through November 2004	Document modifications, including rationale. Document STD Program approval. Retain copy of revised objectives and media plan (including revised messages, targeted sub-populations, targeted geographic areas, etc.). Include summary of modifications and rationale in monthly reports. Retain copies of recommended website modifications.
f. In coordination with LAC STDP, develop timeline and plan for supplemental evaluation survey and other relevant evaluation activities such as focus groups.	December 2003	Copies of timeline, survey, and other instruments (if applicable)
g. Implement supplemental evaluation activities according to revised plan.	January 2004	Document results of data collection and analysis

C2. Participate in relevant professional conferences and meetings to share LAC experience and draw on experiences from other jurisdictions.

Implementation Activities	Timeline	Evaluation/Documentation
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a. Communicate with DHS contract monitor about possible useful meetings or conferences.	Ongoing through November 2004	Contact with contract monitor.
b. Assist with preparation and submission of presentation proposals, and preparation and, to the extent feasible, delivery, of presentations.	Ongoing through November 2004	Number and description of presentations submitted, accepted, and delivered.

D. Contract Management

D1. Maintain accurate records of financial commitments and expenditures and inform LAC STDP of all such activities.

Implementation Activities	Timeline	Evaluation/Documentation
a. Provide LAC STDP with regular reports of expenditures.	Ongoing through November 2004	Number of reports provided and accuracy of content. Copies of monthly invoices from AHF retained by STD program.
b. Document project activities	Ongoing through November 2004	Report to DHS contract monitor on project activities and progress on project timeline, including efforts to verify production and placements of campaign materials and implementation of campaign activities. (Include evaluation monitoring documentation) (Included in monthly reports, retained by AHF and STD program)
c. Provide DHS STDP information or project materials from any subcontractors, including advertising agencies and vendors, as needed and directed by DHS STDP, including specific service or materials costs, bids, written plans, copies of invoices or bills, or copies of campaign materials.	December 2003 and ongoing	Documentation of requested information, and copies of requested materials.

Implementation Activities	Timeline	Evaluation/Documentation
<p>d. Collaborate with LAC STDP and County Counsel (as appropriate) to develop a written protocol (subject to LAC STDP approval) for assisting other jurisdictions in obtaining or adapting materials or design components of Stop the Sores, including description and conditions of use (e.g., in Memorandum of Understanding form) for obtaining digital copies of campaign elements at no cost. In addition, develop a fee schedule from the campaign advertiser and other relevant vendors to enable other jurisdictions to expedite adapting Stop the Sores by using existing vendors at their discretion (e.g., to insertion a different hotline number and sponsoring name into preexisting ads).</p>	<p>January 2004</p>	<p>Written protocol, copy of MOU form or equivalent, copy of fee schedule.</p>
<p>e. Provide digital copies of campaign materials and/or vendor fee schedules to jurisdictions that have signed an agreement and accepted conditions of use</p>	<p>January 2004 and ongoing</p>	<p>Copies of signed agreements (e.g., MOU), and documentation of campaign uses by other jurisdictions</p>

EXHIBIT B

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

AGREECD3032.KH
wbc:11/7/03

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

AIDS HEALTHCARE FOUNDATION
MSM SYPHIIS SOCIAL MARKETING MEDIA CAMPAIGN

Effective Date of Board Approval through November 30, 2004

No.	Expenditures	Costs
I.	Campaign Design, Development and Implementation	\$ 75,723
II.	Focus groups and other evaluation activities	29,126
III.	Campaign Materials, Printing, Outreach, Media and Media Equipment	245,960
IV.	Production	9,145
V.	Postage, Photocopying, Incidental Expenses	3,658
VI.	Travel	2,200
	SUBTOTAL	\$365,812
VII.	Administrative Fee (Indirect Cost) @3.0% of total services	10,975
	TOTAL	\$376,787

KH: REVISED

11/07/03

Syphilis Social Marketing Campaign 2003-04
AIDS Healthcare Foundation, Inc.
Contract H-207538

Sole Source Contract – Budget Justification

1. Campaign Design, Development and Implementation: Vendor services to develop and implement campaign, including: planning overall campaign; creating campaign concepts; organizing and facilitating market testing (e.g., focus groups); developing campaign materials and ads (prototypes, mock-ups, and final design); preparing materials for production (e.g., creating CDs for print ads, creating CDs or DVDs with campaign messages); designing campaign website and animated or computer-generated campaign elements; arranging, coordinating and monitoring ad placement and materials production; writing ad copy; producing illustrations; adapting campaign elements to Spanish; coordinating and implementing campaign publicity; and assisting with campaign evaluation (e.g., telephone, venue or street surveys, analysis of ad hits or circulation). **\$75,723.23**
2. Focus Groups and other evaluation activities: Space rental, participant stipends, and participant recruitment fees to conduct focus groups of campaign target populations; incentives to respondents of evaluation surveys. **\$29,126.00**
3. Campaign Materials, Printing, Outreach, and Media, and Media Equipment: Actual production and placement costs of campaign elements, including: printing of palm cards, post cards, brochures, or posters, placement of print ads, pressing of CDs or DVDs with campaign messages, production and placement of out-of-home media (e.g., billboards, restroom posters), production of promotional campaign elements (e.g., t-shirts, stickers, giveaway items, costumes), and placement of paid ads on commercial websites. Any expenses directly associated with delivering campaign messages, including outreach to disseminate or promote campaign messages and materials, and outreach to internet sites or chat rooms. Any equipment (e.g., computer equipment, CD or DVD players) and subscriptions (e.g., internet service) required to disseminate campaign messages, including internet outreach, use of DVDs in public spaces, etc. **\$245,960.01**
4. Production: Incidental vendor expenses involved in campaign production, including incidental production materials (e.g., CDs, DVDs, video), production expenses and overhead (e.g., photocopying, color photo separation, telephone expenses), shipping of campaign materials, creation and shipping of special publicity materials or press packets, and development and

maintenance of a campaign website (e.g., web hosting, server space, and email account services). **\$9,145.32**

5. Postage, Photocopying, Incidental Expenses: Expenses incurred by AHF to share materials and information with vendors, members of the Syphilis Media Organizing Committee (SMOC), and other community agencies; organize and host SMOC meetings, and organize and host at least one community meeting to discuss campaign outcomes (as stipulated in Scope of Work). **\$3,658.13**
6. Travel: Travel expenses for AHF or other participating agency staff to go to San Francisco to meet with advertiser and/or the San Francisco City and County Health Department to plan and coordinate simultaneous campaigns in each jurisdiction. Also, travel as appropriate to attend professional meetings to discuss campaign and/or syphilis among MSM (as stipulated in Scope of Work). **\$2,200.00**
7. AHF Project Administrative Fee of 3.0% of total services: AHF indirect costs to assist in contract management and DHS coordination. **\$10,974.38**